

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Collision Services, Inc.		01/02/2008	CORPORATION: IOWA

RECEIVING PARTY DATA

Name:	Harris N.A.
Street Address:	111 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	2987795	SHOP IN A BOX
Registration Number:	2997297	SHOP IN A BOX
Serial Number:	78810495	PARTS CADDY

CORRESPONDENCE DATA

Fax Number: (312)803-5299

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (312) 845-3430

Email: kalwa@chapman.com

Correspondent Name: Richard Kalwa

Address Line 1: 111 West Monroe Street

Address Line 2: Chapman and Cutler LLP

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:

1575281

NAME OF SUBMITTER:

Richard Kalwa

900095884

TRADEMARK
REEL: 003692 FRAME: 0096

CH \$90.00 2987795

Signature:	/richard kalwa/
Date:	01/08/2008
Total Attachments: 5 source=2369672#page1.tif source=2369672#page2.tif source=2369672#page3.tif source=2369672#page4.tif source=2369672#page5.tif	

TRADEMARK COLLATERAL AGREEMENT

This 2nd day of January, 2008, COLLISION SERVICES, INC., an Iowa corporation ("*Debtor*") with its principal place of business and mailing address at 1050 Dale Drive, Hudson, Iowa 50643, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Harris N.A., a national banking association ("*Harris*") with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603 (the "*Bank*") a lien on, and a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A-1 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) Each trademark license listed on Schedule A-2 hereto and all royalties and other sums due or to become due under or in respect of each such trademark license, together with the right to sue for and collect all such royalties and other sums; and

(iii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A-1 hereto or of any trademark licensed under a trademark license listed on Schedule A-2 or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark license, in each case together with the right to sue for and collect said damages;

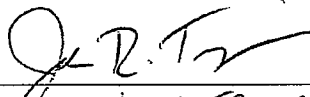
to secure performance of all Obligations of Debtor as set out in that certain Security Agreement dated as of June 30, 2003 among the Debtor, the other Debtors party thereto and the Bank, as the same has been or may be amended, modified, supplemented or restated from time to time (the "*Security Agreement*").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to the Bank of any applications by Debtor for a Trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of the Bank on such Intent-To-Use Application as collateral security for the Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of the Bank with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, trademark applications and trademark licenses made and granted hereby are more fully set forth in the Security Agreement.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

COLLISION SERVICES, INC.

By 
Name JOHN TIMBERLER
Its PRESIDENT

Accepted and agreed to as of the date first written above.

HARRIS N.A.

By _____
Name _____
Its _____

Debtor does hereby further acknowledge and affirm that the rights and remedies of the Bank with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, trademark applications and trademark licenses made and granted hereby are more fully set forth in the Security Agreement.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

COLLISION SERVICES, INC.

By _____
Name _____
Its _____

Accepted and agreed to as of the date first written above.

HARRIS N.A.

By Michael J. Johnson
Name MICHAEL J. JOHNSON
Its MANAGING DIRECTOR

**SCHEDULE A-1
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

FEDERAL TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Registration No.</u>	<u>Date</u>
Shop In A Box	2,987,795	8/23/05
Shop In A Box	2,997,297	9/20/05

FEDERAL TRADEMARK APPLICATION

<u>Mark</u>	<u>Serial No.</u>	<u>Date</u>
Parts Caddy	78810495	2/8/06

**SCHEDULE A-2
TO TRADEMARK COLLATERAL AGREEMENT**

TRADEMARK LICENSES

None.